

DENNIS J. STILGER, P.S.C.
ATTORNEY AT LAW
6000 BROWNSBORO PARK BOULEVARD, SUITE H
LOUISVILLE, KENTUCKY 40207
Telephone (502) 893-8557
Facsimile (502) 894-9503
e-mail: djstilger@live.com

*Also admitted in Indiana

March 8, 2017


Oldham County Clerk
Fiscal Court Building
100 W. Jefferson Street
LaGrange, KY 40031

Re: Affidavit in Aid of Title
Rose Island Riverside Condominiums, Inc.

Dear Sir or Madam:

Please find enclosed a **Deed of Correction** to be recorded in your office, together with my check in the amount of \$26.00. Please return the recorded document to me in the enclosed self-addressed envelope provided. If you have any questions, please feel free to call me.

Sincerely,


Dennis J. Stilger

DJS:pkg

Enclosure

C:\Users\Secretary\Documents\LETTERS\OLDHAM COUNTY CLERK RECORDING LTR. ROSE ISLAND RIVERSIDE CONDOS.2017-03-07.wpd

Dennis J Stilger PSC Client Expense Account 6000 Brownsboro Park Blvd Ste H Louisville, KY 40207-7201 502-893-8557	21-10/830 58	5752
March 8 20 17		
Pay to the Order of	OLDHAM COUNTY CLERK	\$ 26.00
Twenty-Six and no/100		Dollars
PNC Bank		
For Rose Island Riverside Condos		MP
⑆083000108⑆ 3027169977⑆ 5752		

DEED OF CORRECTION

Comes now the Affiant, Dennis J. Stilger, and after being first duly sworn, states as follows:

1. He is an attorney who is duly licensed to practice law in the Commonwealth of Kentucky and is the preparer of the document.

2. The Affiant has personal knowledge of the facts set forth herein.

3. This Affidavit relates to the following parties and should be indexed accordingly:

Grantor: ROSE ISLAND RIVERSIDE CONDOMINIUMS

Document Type: COND MASTER DEED

4. The real property affected by the facts stated in this Affidavit is located in Oldham County, Kentucky, and is more particularly described as follows:

The lands owned in fee simple by Developer which are submitted by this instrument to the Condominium Property Regime form of ownership are the lands lying in Oldham County, Kentucky, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property" or the "Condominium Property"). Being a part of the same property conveyed to the Developer by Deed dated January 4, 1995, of record in Deed Book 475, Page 218, in the Office of the Court Clerk of Oldham County in LaGrange, Kentucky.

5. On March 17, 2016, the above parties executed a Restatement of Master Deed, Declaration of Condominium Horizontal Property Regime of Rose Island Riverside Condominiums, of record in Book D1128, Pages 407-426, in the Office of the Clerk of Oldham County.

6. Said Restatement of Master Deed, Declaration of Condominium Horizontal Property Regime of Rose Island Riverside Condominiums, through inadvertence and omission, incorrectly omitted a section regarding Leasing of Units. The corrected Section 11.6, which is hereby incorporated by reference, states as follows:

11.6 Leasing. Leasing of RIRC Units: No leasing of units at RIRC shall be allowed whatsoever. As used in this provision, "Lease" shall include but not be limited to any arrangement whereby anyone other than the Unit owner occupies the premises whether for the payment of money for rent or even merely paying utilities, taxes or any other costs of owning a unit, or even for no payment whatsoever.

7. Attached hereto are the Notice of Meeting and the blackline amendment showing what was voted on.

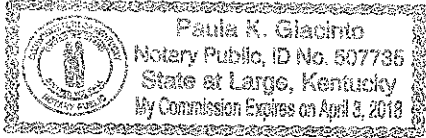
Further, Affiant sayeth naught.

[Signature]

 Dennis J. Stilger

COMMONWEALTH OF KENTUCKY)
) ss.
 COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 8 day of March, 2017, by Dennis J. Stilger.



[Signature]

 Notary Public, State at Large, Kentucky
 My Commission expires 04-03-2018

THIS DOCUMENT PREPARED BY:

[Signature]

 Dennis J. Stilger, P.S.C.
 6000 Brownsboro Park Blvd., Suite H
 Louisville, KY 40207
 Tel: (502) 893-8557
 Fax: (502) 894-9503
 e-mail: djstilger@live.com

C:\Users\Secretary\Documents\CORPS. & LLCs\DEED OF CORRECTION, ROSE ISLAND RIVERSIDE CONDOS.2017-03-08.wpd

ROSE ISLAND RIVERSIDE CONDOMINIUMS, INC.

January 9, 2015

NOTICE OF BUDGET MEETING

Notice is hereby given to all Homeowners of Rose Island Riverside Condominiums that a meeting will be held at 9:00 am on January 9, 2016 at the North Oldham Fire Department Classroom, 1660 Hwy. 1793, Prospect, Kentucky for the purpose of approving the 2016 RIRC Operating Budget, Maintenance Budget and proposed Amendments to the Master Deed.

Copies of the Proposed 2016 Operating and Maintenance Budgets and tracked changes Master Deed documents have been emailed to the owners. Included with this notice is a proxy form. Please return proxy form prior to Katie's mailbox (1668) or email a copy to Katie. This Budget does NOT include a maintenance fee increase for 2016. The Amendments proposed to the Master Deed have been accumulated over the last few years - correct spelling; taking out references to the developer as these are no longer relevant; addressing leasing-to not allow leasing of units; delete to build boat slips/dock had been part of original plans but not feasible or appropriate at this time; correct insurance section to more relevant to current times; in light of recent Project proposing that HOA now be responsible for sliding doors and front doors; we have no Limited Common Elements in our property so eliminating this wording; cover enclosures and hot tubs; inclusion of Modification of Exterior Features requirements; changes to vehicles and boats on property; delete Board involvement in sales. All changes are either highlighted or struck thru within the document. These changes have been reviewed by our attorney and insurance company.

Please note: Enter through the front door of the Fire Department and take the elevator down to the lower level to the classroom where the meeting will be held.

10.11. USE RESTRICTIONS / MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial owners who are financially responsible and thus protect the value of the Condominium Units, the transfer of Condominium Unit by any Unit Owner other than Developer shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each owner covenants to observe:

~~10.11.1.1~~ Condominium Units. Each Condominium Unit shall be used only as a single family residence; however, this restriction shall not be construed in such a manner as to prohibit a Unit Owner from (i) maintaining a personal professional library therein; (ii) keeping personal business or professional accounts therein; (iii) or handling person business or professional telephone calls or correspondence there from. ~~;~~ or (iv) leasing the Unit to a residential tenant, provided that any such use conforms to any applicable zoning ordinances. ~~We are asking HOA to not allow Leasing~~

~~10.211.2~~ Subdivision of Units. No additional units may be created by any Unit Owner by the subdivision of any Condominium Unit.

~~10.311.3~~ General Common Elements. The General Common Elements shall be used only for the purpose for which they are intended.

~~10.411.4~~ Nuisance. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to other Condominium Unit Owners or which interferes with the peaceful possession and proper use of the property by clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. ~~If these rules are ignored penalties and fines may be assessed by the Board and any damages incurred become the responsibility of the Unit Owner causing the damages.~~ No Condominium Unit Owner shall permit any use of his Condominium Unit or make any use of the General Common Elements that will increase the cost of insurance upon the Condominium Property.

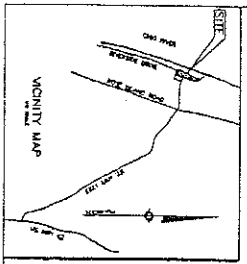
~~10.511.5~~ Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

~~—Leasing. [DELETE THIS SECTION AND PROVIDE NO LEASING IS PERMITTED. Prior to~~ to leasing a Unit, the lessor shall furnish a copy of the lease to the Board of the Association and disclose the name of the Lessee. ~~Execution of the lease is contingent upon Board approval, which shall not unreasonably or unlawfully be withheld. Tenants under any lease shall abide by all restrictions and conditions herein. No lease provision shall relieve the Unit Owner of responsibility under the Declaration.~~

~~10.6~~

EXHIBIT A

BOOK 0455, PAGE 051



OHIO RIVER →

OHIO RIVER →

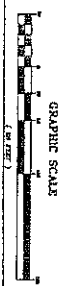
VICTORY LANE

PHASE ONE
8.23 ACRES

RESIDUAL LANDS OF
H & S OF PROSPECT, LLC

PLATTING
APPROVED BY THE
KENTUCKY DEPARTMENT OF
REVENUE

THIS PLAT HEREBY BEING
APPROVED BY THE
KENTUCKY DEPARTMENT OF
REVENUE



J & S ENGINEERING, INC.
1800 VICTORY LANE
PROSPECT, KENTUCKY 40055
OWNER and DEVELOPER
H & S OF PROSPECT, LLC
DEED BOOK 475, PAGE 218
OLDHAM COUNTY, KENTUCKY

MASTER CONDOMINIUM PLAT
PHASE ONE
YACHT CLUB ESTATES
OWNER and DEVELOPER
H & S OF PROSPECT, LLC
1800 VICTORY LANE
PROSPECT, KENTUCKY 40055
REFERENCE:
DEED BOOK 475, PAGE 218
OLDHAM COUNTY, KENTUCKY

1 of 6

BY PRIVATE ROAD FOR IMPROVEMENT & EASEMENT AS DESCRIBED IN DEED BOOK 2914, PAGE 239 AND DEED BOOK 306, PAGE 136.

FOR SERVICES, INC. 8025 WOOD HILL, PAGE M

BY PRIVATE ROAD FOR IMPROVEMENT & EASEMENT AS DESCRIBED IN DEED BOOK 2914, PAGE 239 AND DEED BOOK 306, PAGE 136.

OLD HARMONY LANDING ROAD
50' RIGHT-OF-WAY

RIVERSIDE DRIVE
50' ROW

DEED BOOK 475, PAGE 218
OLDHAM COUNTY, KENTUCKY